

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACL Transportation Services LLC	FORMERLY Louisiana Dock Company LLC	04/27/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	300 N. Meridian St., Suite 1600		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1553260	LOUISIANA DOCK	
Registration Number:	1643903	ACT	
Registration Number:	2332621	LOUISIANA DOCK	
CORRESPONDENCE DATA			
Fax Number:	(650)614-7401		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650-614-7400		
Email:	agarcia@orrick.com,ipprosecution@orrick.com		
Correspondent Name:	Thomas H. Zellerbach		
Address Line 1:	4 Park Plaza, Suite 1600		
Address Line 2:	IP Prosecution Department		
Address Line 4:	Irvine, CALIFORNIA 92614-2558		
ATTORNEY DOCKET NUMBER:	1696-394		
NAME OF SUBMITTER:	Thomas H. Zellerbach		

CH \$90.00 1553260

900076604

TRADEMARK
REEL: 003540 FRAME: 0348

Signature:

/tz/

Date:

05/10/2007

Total Attachments: 5

source=ACLT Grant of Security Interest #page1.tif

source=ACLT Grant of Security Interest #page2.tif

source=ACLT Grant of Security Interest #page3.tif

source=ACLT Grant of Security Interest #page4.tif

source=ACLT Grant of Security Interest #page5.tif

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of April 27, 2007, is executed by ACL TRANSPORTATION SERVICES LLC, a Delaware limited liability company (formerly known as Louisiana Dock Company LLC) (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the "Administrative Agent") for the Security Trustee and the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Credit Agreement, dated as of April 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among American Commercial Lines LLC, Jeffboat LLC, ACL Transportation Services LLC (formerly known as Louisiana Dock Company LLC), the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into an Intellectual Property Security Agreement dated as of April 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent, the Security Trustee, the Lenders, any Affiliate of a Lender party to a Lender Rate Contract (as defined in the Credit Agreement) or providing Lender Bank Products (as defined in the Credit Agreement)).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent, the Security Trustee, the Lenders, any Affiliate of a Lender party to a Lender Rate Contract (as defined in the Credit Agreement) or providing Lender Bank Products (as defined in the Credit Agreement)) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

Wells Fargo Bank, National Association
300 N. Meridian St., Suite 1600
Indianapolis, IN 46204
Attention: James M. Stehlik, Vice President
Tel. No. (317) 977-1115
Fax No. (317) 977-1118

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

ACL TRANSPORTATION SERVICES LLC,
a Delaware limited liability company (formerly
known as Louisiana Dock Company LLC)

By: 
Christopher A. Black
Senior Vice President/Chief Financial Officer

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

SS.

FRANCES A PARRELLA
NOTARY PUBLIC STATE OF INDIANA

MY COM. # _____ OCT 27, 2007

On April 24, 2007, before me, _____,

Date

Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared C A Black AKA Christopher A. Black,

Name of Signer(s)

☒ personally known to me – **OR** – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Frances A Parrella

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Number of Pages

Date of Document

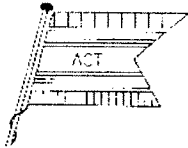

Signer is Representing:
Name of Person(s) or Entity(ies)

Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademarks/Service marks:

	Mark	Reg. No.	Reg. Date**	Owner
	LOUISIANA DOCK	1,553,260	8/22/1989	ACL Transportation Services LLC
		1,643,903	5/7/1991	ACL Transportation Services LLC
		2,332,621	3/21/2000	ACL Transportation Services LLC

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark Application Date Application No.

None.